

RESOLUTION No. 25-21

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A WORK ORDER WITH EXP U.S. SERVICES, INC. IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND DOLLARS AND 00/100 (\$30,000.00), FOR AS-NEEDED SUSTAINABILITY GRANT WRITING APPLICATION SERVICES, AS IT PERTAINS TO THE IMPLEMENTATION OF ELEMENTS OF THE CITYWIDE INTEGRATED SUSTAINABILITY PLAN (CISP); AUTHORIZING THE CITY MANAGER TO EXECUTE THE WORK ORDER AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the “City”) adopted the Citywide Sustainability Implementation Plan (“CISP”) via Resolution No. 24-222; and

WHEREAS, the CISP provides a sustainability pathway to programs and projects to better serve the community in implementing strategies to reduce energy use, to reduce fossil fuel emissions, and renewable energy improvements; and

WHEREAS, there are currently unprecedented levels of Federal, State, and other funding opportunities available to the City to broaden sustainable goals; and

WHEREAS, based on the available resources, the City’s Public Works Department (PWD) requested a proposal from EXP U.S Services Inc. for professional sustainability grant writing application services on as-needed basis to identify the best grant opportunities funding to implement the CISP; and

WHEREAS, EXP U.S Services, Inc. is a prequalified provider of professional engineering services selected in accordance with Consultant Competitive Negotiation Act (CCNA) requirements, and approved by the City Council in March 2024 via Resolution 24-74; and

WHEREAS, the PWD respectfully requests authorization from the Mayor and the City Councilmember to authorize the City Manager to execute Work Order No. 4 enclosed as part of "Exhibit A" for EXP U.S Services, Inc. for professional sustainability grant writing application services on as-needed basis to identify the best grant opportunities funding to implement the CISP; and

WHEREAS, funding for this request is available in the Public Works Department, "Professional Services" Account, Account No. 001.80005.500310

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS::

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Approval. Work Order No. 4 between the City of Doral and EXP U.S Services, Inc. for professional sustainability grant writing application services on as-needed basis to identify the best grant opportunities funding to implement the CISP, a copy which is attached hereto as Exhibit "A", in an amount not to exceed Thirty Thousand Dollars and 00/100 (\$30,000.00), is hereby approved.

Section 3. Authorization. The City Manager is authorized to execute the Work Order and expend budgeted funds on behalf of the City in furtherance hereof.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Pineyro who moved its adoption.

The motion was seconded by Councilmember Reinoso and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Maureen Porras	Yes
Councilwoman Digna Cabral	Absent/Excused
Councilman Rafael Pineyro	Yes
Councilwoman Nicole Reinoso	Yes

PASSED AND ADOPTED this 15 day of January, 2025.

ATTEST:




CONNIE DIAZ, MMC
CITY CLERK



CHRISTI FRAGA, MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LORENZO COBIELLA
GASTESI, LOPEZ, MESTRE & COBIELLA, PLLC
CITY ATTORNEY

EXHIBIT “A”



Consultant Work Order Proposal

December 13, 2024

Dulce Pantaleon
Sustainability Manager, City of Doral
8401 NW 53 Terrace
Doral, FL 33166

Re: Project Name: As-Needed Sustainability Grant Application Services

Dear Ms. Pantaleon

It is with great pleasure, EXP US Services ("EXP/Consultant") has submitted this letter agreement ("Agreement") to the City of Doral ("Client/City") for professional Sustainability Grant Application Services on an as-needed basis. The proposed services will be provided in accordance with the terms and conditions set forth herein.

I. Background

The City of Doral is continuously advancing sustainable performance across the community it serves and in city operations. The City recently retained EXP to develop a Citywide Integrated Sustainability Plan (CISP), that organizes and consolidates various City-led studies plans, goals, and actions into one comprehensive sustainability pathway. Moreover, the CISP provides a list of recommended actions and projects that will contribute to Doral's broader sustainability goals. Unprecedented levels of federal, state and other funding are available to local governments like Doral, to advance energy-efficiency, renewable energy and related improvements. Therefore, it is critical that the City is best positioned to take advantage of available funding for implementing key sustainability projects to better serve its communities, while reducing County expenditure and demands on staff. As a result, the City seeks an experienced and qualified consultant to provide comprehensive grant application services to maximize funding chances, increase grant pursuit capacity, and increase grant-related revenue for these programs. Under this contract, the Consultant will focus on pursuit of federal and state grant funds that advance planning and implementation of Electric Vehicles (EVs) and associated Charging Infrastructure (EVCI); and renewable energy improvements, especially for solar photovoltaic (PV) infrastructure.



II. Scope of Work

For the Project described above, EXP shall provide the following professional services:

Task 1 – Initial Grant Identification, Tracking & Funding Analysis

The EXP Team will develop a resource that provides the City with detailed information and tracks available funding opportunities that align with identified sustainability needs and goals. This will provide the City with easy access to all the latest information regarding each grant opportunity, including the issuing agency, funding amounts, timelines, eligibility requirements program description, evaluation criteria, and cost share requirements. Establishing an early understanding of which funding opportunities align best with the City's goals is a fundamental step to developing an effective grant application approach that increases efficiencies by minimizing time taken to track, identify and assess alignment of available grant programs. EXP will work closely with the City to identify and prioritize projects and perform a funding analysis to align projects with the most suitable grant funding source(s), determine project/application competitiveness under relevant grant programs, and to collectively determine the success potential of a project/application before committing further City resources to apply.

Task 1 Deliverables:

- EXP shall develop a customizable and filterable Excel database/worksheet(s) that identifies, tracks and provides critical information on relevant grant opportunities.
- EXP shall provide a short Funding Analysis Technical Memorandum that summarizes: the most suitable grant program(s) for the City's goals and needs; potential project alignments and competitiveness determinations under analyzed grant program(s); and other key information relevant to the grant(s) analyzed.
- Meetings and meeting materials on an as-needed basis.

TASK 2 – Grant Application Development

Each grant program, application and project seeking funding is different. Grant programs often have different application requirements, evaluation/eligibility criteria, timelines and other factors. In addition, the project(s) that the City will seek funding may vary in complexity, stage of development, and availability/quality of data and information. Therefore, grant applications can vary in complexity, level of effort and specific tasks and requirements. Typical grant application-related tasks to be delivered under this contract by EXP may include but not be limited to the following:

- Preparation of grant applications and supporting documentation to ensure compliance with funding requirements, which may include but not be limited to:
 - Data calls
 - Narrative development
 - Cost estimate, budget, and schedule development

- GIS and mapping requirements
- Environmental & Historic Preservation requirements
- Benefit-Cost Analysis
- Forms completion
- Submittal assistance
- Request for Information (RFI) response assistance
- Coordinate with department administrators to identify projects that are compatible with available funding sources.
- Track the status of grant applications and provide additional information as required.
- Work with appropriate personnel to expedite internal processing of grant proposals and maintain a positive, proactive relationship with community organizations, city officials, non- profit agencies, and other educational institutions to assist in compliance and process efficiency.
- Create and distribute standard and special reports, studies, summaries, and analysis as required by the grant application and the users.

Task 2 Deliverables:

- Up to two (2) completed federal and/or state grant program applications.
- Meetings and meeting materials on an as-needed basis.

Assumptions for Task 2:

- EXP will provide grant application services up to the point of a final award decision being made by the funding agency or agencies. Post-award comprehensive grant management services over the grant period of performance through closeout (typically 3 years), are the responsibility of the City and are not part of the services for this Task Order.

III. Schedule

EXP will perform the services outlined upon written authorization by the City for a maximum period of 12 months. The actual grant application schedule(s) will be dependent on the timing and type of grant application(s) to be pursued under this contract.

Schedule of Deliverables			
Task, Sub-Task or Activity ID #	Major Task, Sub-Task Activity, or Deliverable	Duration (specify weeks or calendar days)	Delivery (Cumulative weeks or calendar days)
1	Initial Grant Application, Tracking & Analysis	2 weeks	NTP + 2 weeks
2	Grant Application Development	Up to 50 weeks	NTP + 50 weeks

IV. Compensation

Consultant shall perform the Work detailed in this Proposal for a Time and Materials (T&M) basis for a Not-To-Exceed (NTE) amount of thirty thousand dollars (**\$ 30,000**). The Consultant will be paid based on the fee basis as shown in the table below. The Client shall not be liable for any fee, cost, expense or reimbursable expense or other compensation beyond this amount unless approved in a supplemental Work Order. Said fee includes an allowance for Reimbursable Expenses required in connection with the Work, such as costs associated with attending in-person meetings, which shall not exceed five-hundred dollars (\$500.00). Said Reimbursable Expenses shall be used in accordance with the Agreement Provisions and shall conform to the limitations of Florida Statutes § 112.061.

The following is a summary of the method and amount of compensation to be paid for each Task or Activity.


Schedule of Deliverables			
No.	Major Task, Sub-Task Activity, or Deliverable	Fee Amount	Fee Basis
1	Initial Grant Application, Tracking & Funding Analysis	\$ 3,000.00	T&M
2	Grant Application Development	\$ 26,500.00	T&M
	Subtotal	\$ 29,500.00	T&M
	Reimbursable Expense Allowance	\$ 500.00	NTE
	Total	\$ 30,000	T&M, NTE

V. Project Manager

The Consultant's Project Manager for this Work Order assignment will be **Ajani Stewart, CFM**.

Proposal Submitted by:

EXP U.S. Services, Inc.


Signature

Carmen Olazabal, PE
Project Officer, Director Sustainability & Resilience

December 13, 2024
Date

Contract Approval:

City of Doral

Signature

Name (Printed)

Title

Work Order No.: 4

The Client may at its sole discretion approve this Work Order Proposal by signing above.

THE CLIENT ACKNOWLEDGES AND AGREES THAT THIS TASK ORDER IS SUBJECT TO SECTION 558.0035, FLORIDA STATUTES WHICH PROVIDES THAT INDIVIDUAL DESIGN PROFESSIONALS EMPLOYED BY THE ENGINEER OR AN AGENT OF THE ENGINEER MAY NOT BE INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES PERFORMED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT AND THIS TASK ORDER ISSUED THEREUNDER PROVIDED CERTAIN STATUTORY CONDITIONS ARE SATISFIED.

TERMS AND CONDITIONS

*The following terms and conditions form an integral part of the proposal submitted to RedGuard Diversified Structures ("Client") and dated December 13, 2024 (the "Agreement")
for the project "Andalusia Alabama Storm Shelter" (the "Project")*

1. **GENERAL.** The Terms and Conditions set forth herein and in the attached cover letter constitute an offer by **EXP U.S. Services Inc.**, ("EXP") to perform for the Company to whom this cover letter is addressed ("Client"), the professional design services identified in said cover letter as Scope of Services ("Services") for Client's project as defined therein ("Project"). EXP's offer becomes a contract on these same terms and conditions when accepted or acknowledged by Client or by EXP's commencing performance of the Services. This contract supersedes all previous understandings or writings, if any, and constitutes the entire agreement between EXP and Client relating to the Services. Pre-printed terms and conditions on Client purchase orders are not accepted regardless of when issued. EXP shall have the right, at its sole option, to rescind its offer if the Services have not commenced within ninety (90) days of the date of EXP's offer.
2. **EXP'S OBLIGATIONS.** EXP will endeavor to perform its Services using that degree of care and skill ordinarily exercised by reputable members of its profession under similar circumstances. No other warranty express or implied is made or intended.
3. **CLIENT'S OBLIGATIONS.** Client shall, at his expense, provide full, complete and correct information, including, but not by way of limitation: a program of objectives, existing as-builts, existing engineering plans, existing permit documents, constraints, criteria, and budget; a legal description and current certified land survey of the property; geotechnical surveys such as soil borings, ground corrosion, evaluations of hazardous materials, resistivity tests, and the like, with appropriate professional recommendations; Laboratory and environmental tests of air and water pollution, hazardous materials, and other such inspections and reports required by law or otherwise; all legal, accounting and insurance counseling services required for the Project. EXP shall be entitled to rely upon the accuracy of such Client-furnished information.
4. **CONSULTANT SERVICES.** Where EXP procures consultant services such as, subsurface engineers, pollution engineers, and other similar specialists

required for the Project, on behalf of Client, EXP does so as an administrative/invoicing convenience to Client and such consultants shall be considered Client's Independent Consultants. EXP makes no representation of, and does not assume responsibility or liability for, the work or services for Client's Independent Consultants. EXP shall be entitled to rely upon the accuracy of services, including reports or surveys, provided by Clients independent consultants.

5. OPINIONS OF PROBABLE COST. EXP's opinions of probable construction cost represent its best judgment as a design professional familiar with the construction industry and are not guarantees by EXP of actual construction cost. EXP has no control over material cost, labor, methods of construction or bid procedures. Accordingly, EXP does not warrant or represent that contractor bids will not vary from the Project budget or EXP's opinion of probable construction cost. If Client desires greater assurance of cost, Client shall engage the services of an independent construction cost estimator.

6. **CONSTRUCTION PHASE SERVICES.** If so specified in the attached cover letter, EXP shall provide certain construction phase services, but in any event subject to the following limitations:

- 6.1. On-Site Observations. EXP shall visit the site periodically to become generally familiar with the progress and quality of the construction work (Work) and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, EXP shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of Work. On the basis of such on-site observations as an architect or engineer, EXP shall keep Client informed of the

TERMS AND CONDITIONS

*The following terms and conditions form an integral part of the proposal submitted to RedGuard Diversified Structures ("Client") and dated December 13, 2024 (the "Agreement")
for the project "Andalusia Alabama Storm Shelter" (the "Project")*

progress and quality of the Work. EXP shall in no event have control or charge of the construction and shall not be responsible for construction means, methods, techniques, sequence or procedures, or for safety precautions or the acts or omissions of the Contractor or any other persons performing Work or their failure to perform. EXP shall not have the authority to stop the construction Work. EXP shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the contract documents;

- 6.2. Full-Time On-Site Representative (Project Representative). The duties, responsibilities and limitations of authority of EXP's full-time on-site Project Representative shall be as described in AIA Document B352, 1993 edition, incorporated herein;
- 6.3. Submittal Review. EXP shall review and take appropriate action upon those contractor submittals specifically required under the Contract Documents such as shop drawings, product data, samples, etc., but only for the limited purpose of reviewing for conformance with information given and the design concept expressed in the Contract Documents. Review is not for the purpose of (a) determining accuracy and completeness of other details such as dimension or quantities (b) for substantiating instructions or performance of equipment or systems designed by Contractor nor (c) review or approval of safety precautions, construction means, methods, techniques, sequence or procedures. EXP's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract

Documents, EXP shall be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Contract Documents;

- 6.4. Payment Request Review. Based on EXP's on-site observations of the Work, EXP shall review contractor applications for payment and shall advise Client if the Work has progressed to the point indicated on the payment application;
- 6.5. As-Built or Record Drawings. EXP shall provide drafting of changes to plans based on Contractor-supplied information which is impossible to verify.
7. **ADDITIONAL SERVICES.** Changes in scope or extent of Services may be made from time to time by mutual written or oral agreement. Any Additional Services required because of such changes will be charged at EXP's customary rates in effect at that time. Unless otherwise agreed in writing all Terms and Conditions of this contract shall apply. Changes in these Terms and Conditions can only be made by written consent of EXP. Services not completed before the completion date stated in the cover letter, through no fault of EXP, shall be considered Additional Services. Projects suspended for more than thirty (30) days through no fault of EXP shall be subject to a re-mobilization fee compensated as Additional Services.
8. **COMPENSATION AND PAYMENT.** Client shall compensate EXP the amounts stipulated in the cover letter, however such amounts shall be subject to adjustment for escalation if, through no fault of EXP, the Services are not completed within the time stipulated in the cover letter, In addition to the amounts for Services, EXP shall be compensated for reimbursable expenses such as travel, duplication, plotting, prints, messenger services, additional insured provisions or increased limits of insurance, and other reasonably identifiable costs incurred in connection with the Services. Such reimbursable expenses shall be invoiced at cost or EXP's customary rate, plus 10% handling and, unless specifically stated otherwise in the cover letter, are in addition to any amounts stated as maximum compensation. The amount of

TERMS AND CONDITIONS

*The following terms and conditions form an integral part of the proposal submitted to RedGuard Diversified Structures ("Client") and dated December 13, 2024 (the "Agreement")
for the project "Andalusia Alabama Storm Shelter" (the "Project")*

any excise, Value Added Tax (VAT), gross receipts tax or other tax (excepting taxes on EXP's income) may be imposed by any Authority having jurisdiction shall be added to compensation due hereunder and shall be in addition to any amounts agreed to as maximum compensation.

EXP shall be entitled to payment for Services rendered on the basis of EXP's invoices submitted monthly. Invoices shall be due and payable within 20 days after receipt. Past due invoices shall accrue interest at the rate of one and one-half percent per month. No retention shall be withheld. All accounts receivable must be current before EXP shall seal drawings, issue drawings to contractors for bidding, or issue drawings for permit application. EXP reserves the right to stop Services and/or withhold documents for reasons of non-payment and EXP shall not be liable for delays which may result from such stoppage.

In the case of lump-sum fee arrangements, invoices shall reflect the percentage of work completed as estimated by EXP to the date indicated on the invoice. For all other fee arrangements, invoices shall indicate the fees earned on the basis of effort expended. A service charge of 5% of the invoice amount shall be added to all invoices prepared on special Client forms or requiring back-up such as time sheets, copies of receipts, and the like. Waivers of Lien will be provided, upon request, after receipt by EXP of monies due.

- 9. OWNERSHIP OF WORK PRODUCT.** Any and all documents, plans or materials in whatever form, including electronic media (software, disks, tapes, telecommunication, etc.) prepared pursuant to or otherwise resulting from this contract are instruments of professional service and shall be and at all times remain the sole property of EXP. Client shall be entitled to retain hard copy of such documents and plans for informational use and references in connection with Client's use and occupancy of this specific property only. Computer diskettes of project documents will not be released by EXP without agreement in writing stipulating the

terms and restriction of usage. Client shall have the non-exclusive license to use all software for Client's internal business use only. All raw data or Client information furnished by Client to EXP which are incorporated in or processed by the software will continue to be owned by the Client, and not EXP. EXP will not be responsible for any consequence of re-use, other use, or adaptation of such documents without EXP's express written approval.

- 10. INSURANCE.** EXP is protected by Professional Liability Insurance, Worker's Compensation Insurance and Comprehensive General Liability Insurance and will furnish certificates upon request. Any additional insurance or limits or "additional insured endorsement" shall be provided as a reimbursable expense at actual cost or EXP's scheduled charge. Client agrees to cause the Contractor to (a) provide Comprehensive General Liability Insurance for the Project naming EXP and Client as Additional Insureds; (b) to defend, indemnify, and hold harmless EXP and Client from any and all losses, cost, damages, and expenses resulting from the Contractors Work on the Project, including without limitation claims arising out of or in connection with construction worker injuries. Client agrees to notify EXP of the existence of any Project-Specific Professional Liability Policy applicable to the Project which includes EXP as an Insured by name or reference so that EXP may, in a timely and effective manner coordinate its own insurance program. Should such a Project-Specific Professional Liability Policy be purchased by Client or Client's contractors, Client agrees to make available to EXP a certified copy of the Policy and to cooperate with EXP in obtaining data with respect to possible claims against that Policy.
- 11. DISPUTES.** If a dispute arises out of or relates to this contract and if said dispute cannot be settled through direct discussions, the

TERMS AND CONDITIONS

*The following terms and conditions form an integral part of the proposal submitted to RedGuard Diversified Structures ("Client") and dated December 13, 2024 (the "Agreement")
for the project "Andalusia Alabama Storm Shelter" (the "Project")*

parties hereto agree to first endeavor to settle the dispute in an amicable manner by mediation through the Construction Mediation Service before having recourse to arbitration or a judicial forum.

12. ASBESTOS AND HAZARDOUS MATERIALS DISCLAIMER.

Client is hereby notified that asbestos is prevalent in buildings constructed prior to 1978. Client acknowledges that EXP has no expertise in detecting the presence of, or specifying removal or disposal or containment of asbestos or hazardous materials at the Project site. Client shall solely have the responsibility to determine the presence of, and specify the removal, disposal or containment of asbestos or other hazardous materials at the Project site. Client agrees to employ an industrial hygienist or other qualified specialist for such purpose, and acknowledges that EXP has not been contracted to provide such services, Client agrees to defend, indemnify and hold harmless EXP from any and all asbestos, pollution, and/or hazardous waste-related claims arising against EXP relative to the presence, detection, removal or disposal of asbestos and or other hazardous wastes at the Project site.

13. "ADA" COMPLIANCE. For Projects of new construction, EXP shall endeavor to design the Project in conformity with the Americans with Disabilities Act ("ADA") Accessibility Guidelines, 28 CFR Part 36 (July 26, 1991) (hereinafter the 'Act') and advise Client if any accommodation is structurally impractical. For modifications to an existing facility of any type, EXP shall endeavor to identify existing barriers and needed accommodations as those terms are used in the Act, and inform Client of the existence of these barriers and needed accommodations. It is Client's sole responsibility to determine whether to exclude a specific accommodation because the accommodation is not readily achievable or unduly burdensome. EXP shall not be responsible to determine whether it is necessary to remove all barriers identified in order to comply with the Act. Such determination shall be made by Client. If Client requests EXP to prepare alternate design

documents or specifications with the intent of ascertaining or demonstrating that certain aspects of the Project are unduly burdensome or not readily available, such services shall be Additional Services.

14. COMPLIANCE WITH CODES. EXP's design shall conform to local applicable codes in effect, and as interpreted by building officials, at the time the design is prepared; however, EXP shall not be responsible for changes to the Project resulting from changes in local or applicable codes or changes in interpretation thereof by authorities having jurisdiction. Mechanical Engineering design for environmental conditioning shall be designed in accordance with ASHRAE and local applicable standards subject to the conditions above; however, EXP shall not be responsible to perform tests of existing systems, outdoor/indoor air quality, building material performance (existing or new), nor other similar environmental conditions having an effect on air quality.

15. LIMITATION OF LIABILITY. Client recognizes the inherent risks, rewards, and benefits of the Project. Accordingly, Client agrees that, to the fullest extent permitted by law, Client shall defend, indemnify, and hold harmless EXP from and against any claims, damages, losses, costs, injuries, and expenses, including attorney's fees, (hereinafter 'Claims') arising out of the Project hereunder excepting from the indemnity and hold harmless obligation only those claims or portions thereof

TERMS AND CONDITIONS

*The following terms and conditions form an integral part of the proposal submitted to RedGuard Diversified Structures ("Client") and dated December 13, 2024 (the "Agreement")
for the project "Andalusia Alabama Storm Shelter" (the "Project")*

which are determined by a court to arise from the negligence of EXP. IN NO EVENT SHALL CLIENT BE ENTITLED TO OBTAIN FROM EXP, ITS AGENTS, REPRESENTATIVES, OFFICERS, EMPLOYEES, OR INDEPENDENT CONTRACTORS, 'DAMAGES' ARISING FROM EXP'S BREACH OF THIS AGREEMENT, OR FOR ITS FAILURE TO PERFORM ITS SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE PROVIDED FOR HEREIN, IN EXCESS OF FIFTY THOUSAND DOLLARS OR THE TOTAL FEE AMOUNT PAID BY CLIENT, WHICHEVER IS LESS. "Damages" as used herein, shall include tort damages, contract damages, strict liability damages, liquidated damages, economic losses, penalties, fines and attorney's fees. No Claims shall be made more than two years after substantial completion of the Project.

16. SOFTWARE WARRANTY. EXP warrants that with respect to software it has created and supplies under this contract, if any, that for a period of six (6) months after installation the software will perform in material conformance with the specifications agreed to in the statement of work. In the event of a breach of this warranty, Client shall promptly notify EXP in writing of the perceived defect and provide EXP with access to the software. This warranty will not apply to the extent the defect is caused by a modification of the software by Client, the failure of Client's system or third-party software not embedded in EXP's software. In the event that EXP determines that it has, in fact, breached any of its warranties, EXP shall

either (a) correct the defect; (b) replace the software without charge; or (c) refund to Client the portion of its fees associated with the software. With respect to software developed by a third party, if permitted by the third party, EXP will pass-through whatever warranty it receives from third party to Client. **THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT, SUCH OTHER WARRANTIES BEING SPECIFICALLY DISCLAIMED BY EXP.**

17. APPLICABLE LAW. The rights and obligations of the parties under this contract shall be interpreted in accordance with and governed in all respects by the State of Florida

18. TERMINATION OR CANCELLATION. This contract may be terminated by either party upon seven days prior written notice. In the event of termination, EXP shall be compensated by Client for all Services performed up to and including the termination date, including reimbursable expenses, and/or the completion of such Services and records as are necessary to place EXP's files in order and/or protect its professional reputation. In the event of bankruptcy or insolvency of Client or if the financial condition of Client at any times does not, in the judgment of EXP, justify continuance of the work, EXP shall be entitled to cancel this contract and receive reimbursement for its reasonable and proper cancellation charges.